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BellSouth Telecommunications, Inc.

333 Commerce Street
Suite 2101
Nashville, TN 37201-3300

guy.hicks@bellsouth.com

T.R.A. DOCKET ROOM

October 23, 2003

Guy M. Hicks
General Counsel

615 214 6301
Fax 615 214 7406

VIA HAND DELIVERY

Hon. Deborah Taylor Tate
Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, Tennessee 37243-0505

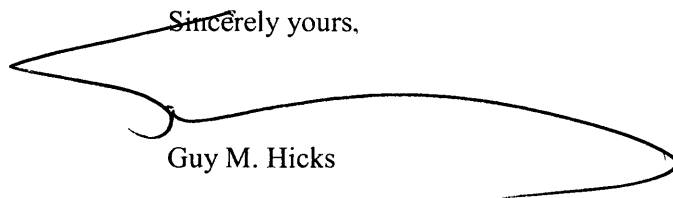
Re: *Approval of the Amendment to the Interconnection Agreement Negotiated by BellSouth Telecommunications, Inc. and MCI WorldCom Communications, Inc. Pursuant to Sections 251 and 252 of the Telecommunications Act of 1996.*
Docket No. 03-00570

Dear Chairman Tate:

Pursuant to Section 252(e) of the Telecommunications Act of 1996, MCI WorldCom Communications, Inc. and BellSouth Telecommunications, Inc. are hereby submitting to the Tennessee Regulatory Authority the original and fourteen copies of the attached Petition for Approval of the Amendment to the Interconnection Agreement dated June 17, 2002. The Amendment adds language for the PLF Factor, adds language and the rate for reciprocal compensation and adds language for transit traffic to the Agreement.

Thank you for your attention to this matter.

Sincerely yours,



Guy M. Hicks

cc: Vice President, National Contract & Carrier, Management, MCI WorldCom, Inc.
Vice President & Chief Network Counsel, WorldCom, Inc.
Senior Manager, Carrier Agreements, MCI WorldCom, Inc.
Commercial Counsel, MCI WorldCom, Inc.

3. Pursuant to Section 252(e) of the Telecommunications Act of 1996, MCI WorldCom and BellSouth are submitting their Amendment to the TRA for its consideration and approval. The Amendment provides that either or both of the parties are authorized to submit these Amendments to the TRA for approval.

4. In accordance with Section 252(e) of the Act, the TRA is charged with approving or rejecting the negotiated Amendment between BellSouth and MCI WorldCom within 90 days of its submission. The Act provides that the TRA may only reject such an agreement if it finds that the agreement or any portion of the agreement discriminates against a telecommunications carrier not a party to the agreement or the implementation of the agreement or any portion of the agreement is not consistent with the public interest, convenience and necessity.

5. MCI WorldCom and BellSouth aver that the Amendment is consistent with the standards for approval.

6. Pursuant to Section 252(i) of the Act, BellSouth shall make the Agreement available upon the same terms and conditions contained therein.

MCI WorldCom and BellSouth respectfully request that the TRA approve the Amendment negotiated between the parties.

This 23rd day of Oct, 2003.

Respectfully submitted,

BELLSOUTH TELECOMMUNICATIONS, INC.

By: 

Guy M. Hicks
333 Commerce Street, Suite 2101
Nashville, Tennessee 37201-3300
(615) 214-6301
Attorney for BellSouth

CERTIFICATE OF SERVICE

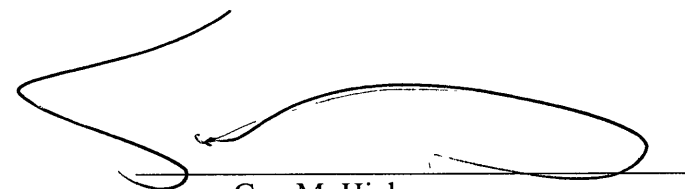
I, Guy M. Hicks, hereby certify that I have served a copy of the foregoing Petition for Approval of the Amendments to the Interconnection Agreement on the following via United States Mail on the 23 day of Oct, 2003:

MCI WorldCom, Inc.
5055 Northpoint Parkway
Alpharetta, GA 30022
Attn: Vice President, National Contract & Carrier Management

Vice President & Chief Network Counsel
WorldCom, Inc.
1133 19th Street
Washington, D.C. 20036

Senior Manager
Carrier Agreements
MCI WorldCom, Inc.
5055 Northpoint Parkway
Alpharetta, GA 30022

Commercial Counsel
MCI WorldCom, Inc.
5055 Northpoint Parkway
Alpharetta, GA 30022


Guy M. Hicks

**AMENDMENT
TO THE
AGREEMENT BETWEEN
MCI WORLD COM COMMUNICATIONS, INC.
AND
BELL SOUTH TELECOMMUNICATIONS, INC.
DATED JUNE 17, 2002**

Pursuant to this Amendment, (the "Amendment"), MCI WorldCom Communications, Inc. ("MCIIm"), and BellSouth Telecommunications, Inc. ("BellSouth"), hereinafter referred to collectively as the "Parties," hereby agree to amend that certain Interconnection Agreement between the Parties dated June 17, 2002 ("Agreement") and shall be deemed effective as of September 1, 2003.

WHEREAS, BellSouth and MCIIm entered into the Agreement on June 17, 2002, and;

NOW THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby covenant and agree as follows:

1. The Parties agree Part A, Section 21.2.3 shall be deleted in its entirety and replaced with the following:

21.2.3 Subject to reasonable security requirements and at the expense of the auditing Party, either Party may audit the books, records and other documents, including but not limited to PIU, PLU, and PLF reports, of the other Party for the purpose of evaluating usage pertaining to transport and termination of local traffic. The Parties shall retain records of call detail for a minimum of nine months from which usage audits, including a PIU and PLU, can be ascertained. Either Party may request an audit for such purpose once each Contract Year. The auditing party shall employ a mutually acceptable independent third party auditor for this purpose. Any such audit shall take place at a time and place agreed on by the Parties no later than thirty (30) days after notice thereof to the Party being audited.

2. The Parties agree Part A, Section 21.2.6 is created to read:

21.2.6 Percent Local Facility Each Party shall report to the other on a per state basis a Percent Local Facility (PLF) factor. The application of the PLF will determine the portion of switched dedicated transport to be billed per the local jurisdiction rates. The PLF shall be applied to Multiplexing, Local Channel and Interoffice Channel Switched Dedicated Transport utilized in the provision of local interconnection trunks. Each Party shall update its PLF on the first of January, April, July and October of the year and shall send it to the other Party to be received no later than 30 days after the first of each such month to be effective the first bill period the following month, respectively. Requirements associated with PLU and PLF calculation and reporting shall be as set forth in BellSouth's Jurisdictional Factors Reporting Guide, as it is amended from time to time.

3. The Parties agree Attachment 8, Section 2.1.2.1 is created to read:

2.1.2.1 MCIIm shall order DS1 Combos (DS1 loop plus DS1 interoffice transport) using the Local Service Request ("LSR") process.

4. The Parties agree Attachment 8, Section 3.4.1.1 is deleted in its entirety and replaced with the following:

3.4.1.1 For service requests from MCI to BellSouth, the Parties will use a) an Access Service Request ("ASR") for Local Interconnection Trunks and Facilities purchased pursuant to Attachment 4; and b) a Local Service Request (LSR), for Unbundled Network Elements and Ancillary Services. For any other service requests, MCI will utilize the request format specified by BellSouth. BellSouth will process and complete service requests at such intervals for FOC returns as shall be established in a generic Commission order or in a Commission order applicable to all carriers generally relating to BellSouth performance measurements. Intervals for installation of Services shall be at such intervals as established in a generic Commission order or in a Commission order applicable to all carriers generally relating to BellSouth performance measurements.

5. The Parties agree Attachment 8, Section 4.2.12.7 is created to read as follows:

4.2.12.7 Upon mutual agreement, the parties may modify, clarify or change the billing dispute and escalation procedures set forth herein for any particular disputes.

6. The Parties shall delete Section 9.4, 9.4.1, 9.4.2, 9.4.3 and 9.4.4 of Attachment 4 of the Interconnection Agreement and in lieu thereof shall substitute the following:

9.4 Beginning May 1, 2003, the terminating Party will bill the originating Party a rate of \$ 0007 per minute of use (MOU) for Local Traffic delivered to the terminating Party. This rate is a composite rate. Neither Party shall charge the other for any other rate elements associated with reciprocal compensation.

9.4.1 Left Blank Intentionally

9.4.2 Left Blank Intentionally

9.4.3 Left Blank Intentionally

9.4.4 Left Blank Intentionally

7. The Parties agree Attachment 4, Section 9.7.2.1 shall be created to read:

9.7.2.1 The Parties acknowledge that in certain instances it is not technically feasible for BellSouth to provide EMI data for Transit Traffic, including but not limited to misrouting by the originating carrier and misrouting due to number portability. The Parties acknowledge that misrouting due to number portability is an industry problem that has been recognized, but not resolved, by the Ordering and Billing Forum. BellSouth is developing a solution that will be implemented no later than October 1, 2003. Provided that BellSouth's solution allows call detail information to be recorded and delivered for traffic that has been misrouted due to number portability, BellSouth will provide such records to MCI. Further, BellSouth shall cooperate with MCI to provide information to MCI and otherwise cooperate with MCI to allow MCI to bill any carrier for whom BellSouth transmitted traffic to MCI, and BellSouth shall provide available information to MCI necessary to the resolution of any such billing dispute, or necessary to allow MCI to identify the volume and identity of the third parties originating such traffic.

8. The Parties hereby mutually agree to incorporate into Table 1 of Attachment 1 of the Agreement the rates set forth in Exhibit A to this Amendment, which is attached hereto and incorporated herein by this reference.
9. All of the other provisions of the Agreement, dated June 17, 2002, shall remain in full force and effect.
10. Either or both of the Parties are authorized to submit this Amendment to the respective state regulatory authorities for approval subject to Section 252(e) of the Federal Telecommunications Act of 1996.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year written below.

BellSouth Telecommunications, Inc.

By: Pat C Finley

Name: PATRICK FINLEY

Title: DIRECTOR

Date: 8/28/03

MCI WorldCom Communications, Inc.

By: Marcel Henry

Name: Marcel Henry

Title: Vice President - NCCM

Date: 8/26/03

